

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1706664  
Vendor Name: Except for This LLC  
Invoice Number: TR24-PATINKIN  
Invoice Date: 9/27/2023  
PO Number:  
Check Number: 0316524  
Check Amount: \$ 95,000.00  
Check Date: 10/04/2023  
Voucher Number: V0803263  
Document Type: AP Invoice

Document Below

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
<b>Total</b>			<b>\$</b>

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

## Check Request Form (cont.)

### Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

## Deal Memo

c/o L. Glenn Poppleton  
630 Ninth Avenue, Suite 1206, New York, NY 10036  
(917) 596-7055 LGPoppleton@me.com

## Mandy Patinkin In Concert: Being Alive

<b>Attraction:</b>	Mandy Patinkin In Concert: Being Alive	<b>Engagement Dates:</b>	Thu, 10/12/2023 - Sat, 10/14/2023
<b>Presenter:</b>	McAninch Arts Center at College of Dupage		both perfs at 7:30pm
<b>Contact:</b>	Joseph Hopper (630) 942-2913 <a href="mailto:Hopper@COD.edu">Hopper@COD.edu</a>	<b>Seating Capacity:</b>	820
<b>Venue:</b>	McAninch Arts Center/Belushi Performance Hall 425 Fawell Blvd. Glen Ellyn, IL, 60137	<b>Technical Rider:</b>	MANDY Being Alive rev: 060223
		<b>Comp. Tickets:</b>	see additional terms
		<b>Estimated Expenses:</b>	\$115,333.57
		<b>Gross Potential:</b>	<del>\$136,550.00</del> \$142,340.00

\*Please see following page(s) for ticket scaling, expenses, discounts and deductions.

### Compensation Terms:

- As full compensation for the services of PRODUCER hereunder, PRESENTER will pay to PRODUCER, EXCEPT FOR THIS, LLC., in United States currency the following:

The sum of Ninty Thousand Dollars (\$90,000.00) (the "Guarantee") for two (2) performances plus Five Thousand Dollars (\$5,000.00) as Travel/Hotel buyout for both performances plus 85% of overage over documented expenses.

### Payment Schedule:

- The foregoing payments shall be due and payable to and in the name of PRODUCER as follows:

The Guarantee plus all reimbursements which may be due PRODUCER in accordance with the above paragraph, shall be due and payable one-half hour prior to the first performance herein via ~~company check or wire transfer~~ College Check or ACH Payment. PRESENTER hereby agrees to pay PRODUCER as and when due as stipulated herein, irrespective of the actual gross box office receipts derived from performances of the PRODUCTION at the Theater hereunder, without any deduction, charge, set-off or other withholding of any kind.

- The Guarantee plus all reimbursements which may be due PRODUCER in accordance with the above paragraph, shall be due and payable one-half hour prior to the first performance herein. PRESENTER hereby agrees to pay PRODUCER as and when due as stipulated herein, irrespective of the actual gross box office receipts derived from performances of the PRODUCTION at the Theater hereunder, without any deduction, charge, set-off or other withholding of any kind.

The deposit herein shall apply against the Guarantee.

- Any Overage (the 85%) earned is due at Settlement. Final Settlement subject to Producer's written approval.

Or, if sent via wire transfer, send to Producer ~~no later than 12 Noon the first business day after performance ends~~ paid via College Check or ACH within 2 weeks of performance. Final Settlement subject to Producer's written approval.

- Producer Guarantee and Overage is subject to State Withholding at the rate of N/A %.

Withholding Agent:

Withholding Agent Identification #:

Withholding Agent Fed ID#:

- PRODUCER: EXCEPT FOR THIS, LLC.

Employer Identification #20-247-9494

CONTACT: Staci Levine

Mail to: 200 W. 90th St. #6D, New York, NY 10024

(646) 207-6349

Or, please wire payment in US Dollars to:

Except For This LLC

Bank: JPMorgan Chase Bank, New York, NY

Account Name: Except For This LLC



Bank Routing #: 021000021  
Account #: 785245341  
SWIFT Code/BIC: CHASUS33

**Travel:** See Buyout for Housing/Transportation under Compensation Terms.

**Hotel:** See Buyout for Housing/Transportation under Compensation Terms

**Additional Terms: Show: Mandy Patinkin In Concert: Being Alive with Adam Ben-David on Piano**

**THE TERMS IN THIS DEAL MEMO SHALL OVERRIDE CONFLICTING TERMS IN THE ATTACHED DOCUMENTS.**

For artistic reasons ARTIST chooses to perform the concert without intermission;

The Performance will be 80-100 minutes long;

ARTIST shall be accompanied by piano only;

Presenter is authorized and directed to sell seats in the orchestra pit;

Producer to receive a final Box Office Statement for each performance;

Presenter and Producer hereby agree that Artist's appearance at any post-performance reception will not under any circumstance whatsoever, be a condition of Producer's and/or Artist's obligations under this Agreement;

Presenter agrees to stop food and beverage service in the audience areas of the Theatre, if any, no later than five (5) minutes before each performance time hereunder;

ARTIST requests that there be no pre-show speeches, videos, or curtain announcements prior to the performance. Safety announcements and photography/video prohibition announcements are acceptable, but there must be a 2-5 minute pause before the start of the concert.

Theatre shall be available to PRODUCER by Twelve (12) hours prior to curtain **on the day of the first performance herein** unless otherwise agreed in writing by the parties;

Presenter will provide, as its sole cost and expense, a security officer for Artist on site and to/from Venue to provide a safe and hassle free entrance/exit from the theater;

**Covid Protocols:**

All backstage personnel must wear masks anytime the Artist and Company are in the building. Company will also follow any government protocols currently in effect.

Notwithstanding anything to the contrary contained herein, if Artist has a good faith belief that a public health issue poses any risk to Artist and/or the public, Artist may cancel and/or reschedule the Performance at Artist's sole discretion and regardless of federal, state and local orders and/or regulations. Upon such cancellation, Artist and Purchaser will work in good faith to reschedule the Performance, and any deposit paid by the Purchaser will be refunded if the Performance is not able to be rescheduled within 18 months.

**Marketing:** Only those advertising and promotional materials furnished by the Producer can be used for this Engagement; The advance sale timeline and preliminary marketing campaign must be submitted to Producer's press representative within 30 days of public or private announcement. The marketing plan must be submitted within thirty (30) days of the on-sale and is subject to the prior written approval of the Producer's National Press Representative; Please submit your marketing plans to the Producer's National Press Representative, Catherine Major (cmajor@cmajorpr.com), (206) 953-8272;

The cost of printing the Production's four (4) pages of program copy plus cover will be at Presenter's sole cost and expense;

Producer will require ten (10) complimentary house seats per performance in rows 5 -15 in the center orchestra section under twenty-four (24) hour hold.

In addition, Producer will require ten (10) house seats for purchase per performance in rows 5 -15 in the center orchestra for purchase section under twenty-four (24) hour, hold at regular box office prices.

Presenter will also receive (ten) 10 complimentary tickets per performance.

**Please do not release any tickets without first checking with Producer Staci Levine at (646) 207-6349.**

**Merchandise:** This show will NOT be selling CDs or merchandise.

**Exclusivity:** Producer agrees to grant Presenter a thirty-five (35) mile radius of exclusivity (as measured Venue to venue) over the Production for a period of ninety (90) days prior to the scheduled date of this Engagement and ninety (90) days following the scheduled date of this Engagement unless prior written approval of an exception to this exclusivity policy is granted by the Presenter – permission for which, shall not be unreasonably withheld (Presenter defines a reasonable withholding of permission as a conflicting engagement that could be reasonably anticipated to cause harm to ticket sales of Presenter's Engagement). New York City is excluded from exclusivity.

The above notwithstanding, Producer and Presenter hereby agree that Producer may schedule and perform another performance of Mandy Patinkin In Concert, An Evening With Mandy Patinkin and Nathan Gunn, An Apocalyptic Vaudeville, or An Evening With Patti LuPone & Mandy Patinkin, or An Evening with Mandy Patinkin & Kathryn Grody, within a seventy-five (75) mile radius of the Venue with less than thirty (30) days following the Presenter's Engagement hereunder if said additional engagement is publicly announced following the Engagement date herein.

**Cancellation Clause:** Producer reserves the right to cancel this Engagement or any performance hereunder at any time up to forty-five (45) days prior to the scheduled performance(s) if: a) Artist accepts a conflicting offer for a motion picture, television program, or legitimate stage play; b) Artist accepts a conflicting offer for a legitimate music recording contract; or c) if Engagement date(s) conflicts with a legit industry awards show for which Artist is nominated and/or obligated to attend.

**Performance Schedule: Thu, 10/12/2023 - Sat, 10/14/2023**

<b>week 1</b>	Thu	Sat
<b>of 1</b>	Oct 12	Oct 14
	7:30p	<del>8:00p</del> 7:30pm
	Scale A	Scale A

Seat Scaling*	Seats	A
PL 1 Gold Circle (pit)	40	\$100.00
PL 2 A Price	603 <del>385</del>	\$90.00
PL 2 B Price	172 <del>395</del>	\$75.00
Above seat quantities include	815	\$71,170.00
<b>Totals</b>	<b>820</b>	<b>\$68,275</b>



Total Gross Potential: ~~\$106,550.00~~  
\$142,340.00

\*Ticket prices are exclusive of facility fee.

#### Discounts:

\$85.00 Gold Circle Subscription Price  
\$79.20 A Level Subscription Price  
\$79.20 A Level Group Price (+10)  
50% off A Level Student/Faculty price  
\$66.00 B Level Subscription Price

#### Deductions:

\$6.50 Facility Fee (on top)

#### Additional Contacts:

Diana Martinez, Director  
(630) 942-3007  
[martinezd59@cod.edu](mailto:martinezd59@cod.edu)

#### Doc. Expenses: \$111,085.62

\$90,000.00 Producer Guarantee  
\$12,000.00 Marketing  
\$100.00 Runner  
\$5,000.00 Air/Hotel/Local buyout  
\$250.00 Stagehand meals  
\$250.00 Catering  
\$2,000.00 Stagehand Labor  
\$400.00 Clenaing  
\$150.00 Piano Tuning  
\$534.64 ASCAP [Rate ???]  
\$400.98 BMI [Rate ???]

#### Variable Expenses: \$4,247.95

\$1,000.00 Tickets [Rate per ???]  
\$3,247.95 Credit Card [Rate per ??? (See Deductions)]

#### Total Estimated Expenses: \$115,333.57

All of **Presenter's Variable Expenses** shall be fully substantiated by documented invoices and proof of payment by Presenter, subject to Producer's written approval, not to be unreasonably withheld. Such expenses shall be reimbursed only for costs falling within the specific categories set forth hereunder as Presenter's Reimbursable Expenses.

Advertising Expenses shall not to be in amounts in excess of those specified hereunder without the prior written approval of Producer.

L. Glenn Poppleton acts only as an agent for Producer and assumes no liability hereunder. All promotional materials for this engagement must be approved in advance by Producer. Please sign below and indicate that you have read and agree with the pages of this Deal Memo, and e-mail to [LGPoppleton@me.com](mailto:LGPoppleton@me.com). The contract consists of this Deal Memo, the attached Engagement Agreement containing Producer's Standard Terms and Conditions, and the Tech Rider.

Agreed and accepted by:

Staci Levine, Producer  
Except For This, LLC  
Producer

Date

DocuSigned by:

*Ellen Roberts*

49665CF0B03F425

Ellen Roberts, VP of Administration  
College of DuPage  
Presenter

8/18/2023

Date

# STANDARD TERMS AND CONDITIONS for MANDY PATINKIN IN CONCERT: BEING ALIVE

c/o L. Glenn Poppleton  
630 Ninth Avenue, Suite 1206, New York, NY 10036  
Tel: (917) 596-7055 • LGPoppleton@me.com

These Standard Terms and Conditions ("AGREEMENT") are incorporated into the Deal Memo ("DEAL MEMO") to which it is attached, dated as of August 5, 2023, by and between **EXCEPT FOR THIS, LLC.** (hereinafter referred to as "PRODUCER") and **COLLEGE OF DUPAGE** (hereinafter referred to as "PRESENTER") in connection with PRESENTER's presentation of PRODUCER'S production of "**Mandy Patinkin In Concert: Being Alive**" (hereinafter referred to as "PRODUCTION"), starring Mandy Patinkin ("ARTIST"). In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in the Deal Memo or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in the Deal Memo shall prevail.

As used herein, "Theatre" and "Venue" shall both refer to such venue listed above.

PRODUCER:	EXCEPT FOR THIS, LLC.
Employer Identification #:	20-247-9494
CONTACT:	Staci Levine
ADDRESS:	200 W. 90th St. #6D
CITY, STATE, ZIP:	New York, NY 10024
PHONE:	212-579-6754
E-MAIL:	staci@groundswelltheatricals.com

BOOKING AGENT:	L. Glenn Poppleton
ADDRESS:	630 Ninth Avenue, Suite 1206
CITY, STATE, ZIP:	New York, NY 10036
PHONE:	(917) 596-7055
E-MAIL:	LGPoppleton@me.com

The parties agree as follows:

## 1. THE ENGAGEMENT.

PRESENTER hereby engages PRODUCER to provide the PRODUCTION upon all of the terms and conditions hereinafter set forth (the "Engagement"), and PRODUCER agrees to do so upon such terms and conditions.

1.1 Load-In: See attached Deal Memo.

Date(s) of engagement: See attached Deal Memo.

**Failure to report discrepancies in performance times as recorded here may result in penalties, which will be passed on to the PRESENTER.**

For artistic reasons ARTIST chooses to perform the concert without intermission.

ARTIST shall be accompanied by piano only.

1.2 Number of Matinee Performance(s)/Evening Performance(s): See attached Deal Memo.

Length of Show: 80 - 100 minutes

**Failure to report discrepancies in performance times as recorded here may result in penalties, which will be passed on to the PRESENTER.**

The commencement times will be strictly adhered to by all parties due to union regulations governing PRODUCER's collective bargaining agreements with the PRODUCTION's personnel.

Late seating should occur between songs only, not during. PRESENTER shall contact Eric Cornwell or Staci Levine prior to the commencement of the performance for late seating details.

1.3 Theatre Total Capacity (inclusive of seats in the orchestra pit, which PRESENTER is authorized and directed to sell):  
See Deal Memo attached hereto.

1.4 Ticket Price Scale and Gross Potential:

See Deal Memo attached hereto and made a part hereof for the approved Ticket Price Scale (the "Established Ticket Prices").

1.5 Special Provisions.

1.5.1 Producer reserves the right to cancel this Engagement or any performance hereunder at any time up to forty-five (45) days prior to the scheduled performance(s) if: a) Artist accepts a conflicting offer for a motion picture, television program, or legitimate stage play; b) Artist accepts a conflicting offer for a legitimate music recording contract; or c) if Engagement date(s) conflicts with a legit industry awards show for which Artist is nominated and/or obligated to attend.

1.5.2 PRESENTER and PRODUCER hereby agree that ARTIST's appearance at any post-performance reception will not under any circumstance whatsoever, be a condition of PRODUCER's and/or ARTIST's obligations under this Agreement. Appearances by ARTIST at any post-performance reception shall be solely at the discretion of ARTIST and can only be determined after the performance. Requests for reception appearances must be made in writing in advance of the Engagement to ARTIST's Producer, Staci Levine (staci@groundswelltheatricals.com), who will assist in facilitating ARTIST's appearance at the reception, although cannot guarantee ARTIST will attend. PRESENTER hereby agrees not to advertise, announce, and/or imply that ARTIST has been invited to or will appear at any post-show reception. PRESENTER further acknowledges that ARTIST will not under any circumstance agree to appear at any pre-performance reception and accordingly, PRESENTER hereby agrees to refrain from making any such request of ARTIST.

1.5.3 PRESENTER agrees to stop food and beverage service in the audience areas of the Theatre, if any, no later than five (5) minutes before each performance time hereunder. PRESENTER agrees not to serve any food or beverages during the Artist's performance in the audience areas of the Theatre. Food and beverage service shall not resume in the audience areas of the Theatre until after the conclusion of the ARTIST's performance.

1.5.4 PRODUCER agrees to grant PRESENTER a seventy-five (75) mile radius of exclusivity (as measured Venue to venue) over the PRODUCTION for a period of ninety (90) days prior to the scheduled date of this Engagement and thirty (30) days following the scheduled date of this Engagement unless prior written approval of an exception to this exclusivity policy is granted by the PRESENTER – permission for which, shall not be unreasonably withheld. (PRESENTER defines a reasonable withholding of permission as a conflicting engagement which could be reasonably anticipated to cause harm to ticket sales of PRESENTER's Engagement.) Exclusivity clause does not apply to performances in New York City.

The above notwithstanding, PRODUCER and PRESENTER hereby agree that PRODUCER may schedule and perform another performance of MANDY PATINKIN IN CONCERT or AN EVENING WITH MANDY PATINKIN AND KATHRYN GRODY OR AN EVENING WITH PATTI LUPONE AND MANDY PATINKIN within a seventy-five (75) mile radius of the Venue with less than thirty (30) days following the PRESENTER's Engagement hereunder if said additional engagement is publicly announced following the Engagement date herein.

## **2. THE PRODUCTION AND CONTROL OVER IT; NO PARTNERSHIP OR JOINT UNDERTAKING.**

2.1 PRODUCER shall have sole and exclusive control over the production, presentation and performance of the Engagement hereunder including, but not limited to, the details, means and methods of the performance of said Engagement and the performances of each participant therein, and the persons to be employed by PRODUCER in performing the provisions of the Engagement.

2.2 It is agreed that PRODUCER is entering into this Agreement as an independent contractor and not as an employee, and that PRODUCER shall have the exclusive control over the means and method employed in fulfilling its obligations hereunder in all respects and in all details. It is expressly understood that this is a license agreement, and does not constitute, nor shall it be construed as constituting, a partnership or joint venture between PRESENTER and PRODUCER, nor shall PRESENTER be deemed to be PRODUCER's agent for any purpose whatsoever. Neither party shall have the right to make representations on behalf of the other party or to obligate or bind the other party in any manner whatsoever. Nothing in this Agreement shall give or is intended to give any rights of any kind to third parties.

2.3 PRESENTER agrees that the PRODUCTION shall be presented without any pre-show activities or ceremonies and/or any other performer(s) or production(s) being presented therewith in the Venue's auditorium or adjacent public spaces (i.e. lobbies). PRESENTER agrees to contact PRODUCER prior to Artist's arrival if any pre-show announcements are planned. Announcement copy must be submitted to Eric Cornwell for prior written approval. During the announcement, PRESENTER agrees not to thank Artist, or list or announce Artist's achievements. A five-minute pause in between the conclusion of the announcement and the beginning of the performance is required.

## **3. COMPENSATION TO PRODUCER.**

3.1 Producer's Share of Receipts.

As full compensation for the services of PRODUCER hereunder, PRESENTER will pay to PRODUCER, EXCEPT FOR THIS, LLC., in United States currency, by company check or wire transfer, the following:

3.1 Terms.  
(See attached Deal Memo).

3.2 Payment Schedule.  
(See attached Deal Memo).

3.2.3 Following each performance, PRESENTER shall provide to PRODUCER a box office statement for the performance signed by the box office treasurer and company manager or other representative of PRODUCER. The Overage for the Engagement shall be due and payable to and in the name of PRODUCER during the final performance hereunder, accompanied by an itemized statement showing the computation thereof, certified by PRESENTER to be true and accurate. Final settlements shall be subject to PRODUCER's approval.

3.3 Settlement Documentation.  
If at the time of settlement PRESENTER does not have final documented bills, PRESENTER will in good faith estimate the amount of said bills and settlement will be made on the basis thereof, and PRESENTER will immediately after procuring the documented receipted bills send a photostat copy thereof to PRODUCER. If the figures shown thereon are not the same as those used in making the settlement the necessary adjustments will be made. The settlement on the basis of the figures furnished by PRESENTER shall not preclude PRODUCER from thereafter questioning the correctness of said figures or preclude PRODUCER from collecting any additional monies that may be due it on the basis of the correct figure. PRESENTER shall hold no monies in escrow against bad checks, bank charges, telephone charges, estimated expenses or otherwise.

3.4 Timeliness.  
All payments shall be paid as provided herein. If not so paid, PRODUCER shall have the right to cancel the balance of such performance and any future performances. However, in the event of such cancellation PRESENTER shall not be relieved from any of its obligations under this Agreement, including, without limitation, its obligation to pay full compensation due PRODUCER as if the performance and future performances, if any, were presented in its, or their, entirety. In the event PRODUCER is not paid in full at the time provided herein, PRESENTER hereby authorizes the Theatre to pay any sums due, or to become due to, PRODUCER from PRESENTER, from funds in its possession from sales of tickets for the performance(s), notwithstanding the fact that such funds, or portions thereof, would otherwise be payable to PRESENTER. In such event PRESENTER hereby releases Theatre, and holds Theatre harmless, from any obligation to PRESENTER in connection with funds which Theatre has turned over to PRODUCER. PRESENTER shall pay all amusement, admission, value added or similar taxes, if any.

3.5 Definitions/Deductions/Surcharges.  
3.5.1 Gross Gross Box Office Receipts shall mean all receipts, including, without limitation, any taxes and surcharges included in the ticket price.  
Before any commissions are taken, reduction of the Gross Gross Box Office Receipts by documented taxes and surcharges shall result in Net Gross Box Office Receipts.  
Reduction of the Net Gross Box Office Receipts by any fees, or commissions (net of taxes and restorations) with respect to subscription, theatre party, group, on and off premises box office, ticket agency and credit card sales shall result in Net Adjusted Gross Box Office Receipts.

By example:

GROSS GROSS BOX OFFICE RECEIPTS
- SURCHARGES
GROSS SALES
GROSS SALES
- TAXES
NET GROSS BOX OFFICE RECEIPTS
NET GROSS BOX OFFICE RECEIPTS
- FEES & COMMISSIONS
NET ADJUSTED GROSS BOX OFFICE RECEIPTS

3.5.2 No surcharge or premium above the Established Ticket Prices, including, without limitation, any theatre restoration fee, facility fee, and/or handling fee, shall be made or charged to ticket buyers, except for customary bona-fide outside (third party) ticket agency fees as traditionally understood in the theatrical industry, or as may be specifically approved in advance by Producer in writing.

The above notwithstanding, Presenter hereby warrants and represents that all tickets sold for the Engagement at the Venue's box office will be sold at the Established Ticket Prices stipulated on the attached Deal Memo without any additional charge whatsoever, including but not limited to service fees (including third-party ticket agency fees), handling fees, restoration fees, value-added premiums, facility fees and/or parking fees, unless the additional charges (if any) have been approved by Producer and are listed on the attached Deal Memo. For the avoidance of doubt, this provision is intended to ensure that potential



ticket buyers will have access to at least one primary point-of-sale at which tickets for the Engagement can be purchased at the Established Ticket Prices stipulated on the attached Deal Memo without any additional charges (excepting those approved charges, if any, which are stipulated on the attached Deal Memo).

All ticket prices shall conform to the Established Ticket Prices stipulated on the attached Deal Memo, unless otherwise agreed to in writing by Producer or Producer's representative.

3.5.3 All discounts, fees and commissions on credit cards shall be at the exact rate specified on the Deal Memo. There shall be no commissions, fees or surcharges charged on complimentary tickets.

3.5.4 PRESENTER shall not deduct any fees paid to any remote box office, credit card company, or broker which is affiliated with PRESENTER, except as specifically disclosed in the Deal Memo hereto, without PRODUCER's prior written consent. As used in this Agreement, a company is deemed to be "affiliated" with PRESENTER if any of its officers, directors, partners, or owners of a substantial financial interest in such company are officers, directors, partners or owners of a substantial financial interest in PRESENTER, or if any of PRESENTER's officers, directors, partners or owners of a substantial financial interest in PRESENTER are officers, directors, partners or owners of a substantial financial interest in such company, or if PRESENTER and such company are under common control.

3.5.5 Net Adjusted Gross Box Office Receipts for the Engagement shall be calculated in the following order: 1) First, any surcharges approved as per the Deal Memo which are over and above the Established Ticket Price will be eliminated from the subsequent calculations, which will be based on the Established Ticket Price; 2) next, tax(es) actually collected and paid to governmental tax authorities shall be calculated on the Established Ticket Price, and shall be deducted from the Established Ticket Price; and 3) finally, any commissions approved as per the Deal Memo shall be based on the Established Ticket Price after deduction of taxes as aforesaid, and shall be deducted from same. It is agreed that not more than one (1) type of percentage sales commission may be charged on any one (1) ticket. Missing or unaccounted for or stolen tickets shall be deemed sold at full price. In no event shall any commissions, surcharges, or deductions be taken or paid on account of missing or unaccounted for or stolen tickets.

3.5.6 The foregoing notwithstanding, if a theatre restoration fee has been included in the Established Ticket Price, said theatre restoration fee shall be deducted from the Established Ticket Price and wherever the term "Established Ticket Price" in the foregoing paragraph appears, it shall be deemed to mean "Established Ticket Price minus theatre restoration fee." The purpose of this Paragraph is to ensure that PRODUCER does not pay tax or commission on any surcharge or on any theatre restoration fee whether or not same is treated as a surcharge, and further to ensure that no commission is paid on any box office income collected as taxes.

#### 3.6 Taxes/Assessments.

PRESENTER agrees, upon signing this Agreement, to notify PRODUCER in writing within sixty (60) days of the Engagement of any State, County, Municipal or other taxes or assessments that may be levied upon or withheld from PRODUCER's fee, share of Net Adjusted Gross Box Office Receipts (if applicable), payroll or employees' salaries. PRESENTER shall be liable for payment of any fines, penalties or assessments levied upon PRODUCER by reason of PRESENTER's breach of this paragraph. Any Federal or other admissions taxes shall be substantiated by copies of the applicable statute, remittance forms and check for remittance.

#### 3.7 Subscription Allocation.

PRESENTER will provide substantiation of any allocation of receipts resulting from subscription sales to be included in the Gross Gross Box Office Receipts of the Engagement. Subscription tickets shall be calculated at the exact ticket prices as stated in the Deal Memo less any approved subscription discounts. PRESENTER will not discount subscription ticket prices without prior written approval by PRODUCER and then only in the amounts so approved.

### 4. PRESENTER OBLIGATIONS.

PRESENTER additionally agrees, represents and warrants that it can and will duly fulfill and comply with the following requirements and conditions. Compliance by PRESENTER with the following requirements and conditions shall be either a "Fixed" or a "Documented and Substantiated" engagement expense as per the Deal Memo. The distinction between "fixed" and "documented or substantiated" expenses shall be as outlined in the Deal Memo attached hereto. Any engagement expense not delineated in the Deal Memo as an approved "documented or substantiated" expense (including, without limitation, the cost of any local labor requirements that fall outside the requirements of the PRODUCTION as stipulated by PRODUCER) shall fall within the approved "fixed" expense in the Deal Memo attached hereto. "Fixed" expenses shall include all of PRESENTER's obligations and operating expenses to operate Theatre as a first-class theatre suitable in all respects at all times during the Engagement for the presentation of the PRODUCTION at the Theatre.

#### 4.1 Theatre.

PRODUCER shall have the exclusive use of the Theatre from the time of load-in of the PRODUCTION to and including the time of load-out. PRESENTER will furnish for each performance of the PRODUCTION, and for daytime rehearsal prior to each performance if requested by PRODUCER, the Theatre, properly heated (winter) or air conditioned (summer), ventilated, lighted, clean, in good order, and staffed to the satisfaction of PRODUCER. Theatre shall be available to PRODUCER by Twelve (12) hours prior to curtain on the day of the first performance herein unless otherwise agreed in writing by the parties. PRESENTER warrants and represents that PRESENTER is at the present time, or will be prior to the date(s) of the Engagement

hereunder, the owner or operator of, or has, or will have, a valid lease upon the Theatre. Proof of the foregoing will be given to PRODUCER or its designee upon request. If PRESENTER does not own the Theatre or have a long-term lease, PRESENTER shall provide PRODUCER or have available for inspection a true and accurate copy of PRESENTER's lease agreement with the Theatre. In addition, PRESENTER shall provide PRODUCER with free and exclusive use of any and all marquees, houseboards, plastics, and other advertising space connected to or with the Theatre. PRODUCER shall not be liable or responsible to Owner for any costs or expenses related to or in connection with the use of Theater by PRODUCER, except as otherwise provided herein.

During the Term, PRODUCER, its employees, representatives, and invitees shall have full rights of ingress and egress from the Theater through all halls, corridors, lobbies, alleys or sidewalks in or appurtenant to the premises. No persons except as may be engaged by PRESENTER in connection with the operation of the Theater, shall enter any stage areas or dressing rooms at any time, or within the audience areas during rehearsals or performances of the PRODUCTION, except for members of the audience holding tickets for admission, and except as required to furnish services as herein provided. PRESENTER shall furnish adequate security for the observance of the aforementioned restrictions.

#### 4.2 Dressing Rooms.

PRESENTER will furnish comfortable, properly heated (winter) or air conditioned (summer), ventilated, clean and well-lighted dressing rooms near the stage equipped with a cot or sofa, carpeting (or area rug), make-up tables, mirrors, chairs, hot and cold running water, oscillating fan and portable space heater, six (6) hand towels per performance, hanging facilities for costumes and toilet and lavatory facilities, bottled water, Coca-Cola (or Pepsi), assorted tea bags and an urn or thermos with hot water, clean ice and fruit, all as provided in the Technical Requirements Rider attached hereto and made a part hereof. PRESENTER shall ensure that the dressing rooms and backstage area will conform to Actors' Equity Association's Safe and Sanitary Code. PRESENTER will be liable to PRODUCER for any claim made by Actors' Equity Association or any other party of a violation of the Safe and Sanitary Code.

#### 4.3 Stage and Access.

The optimal distance from the edge of the stage to the center of the front row is six feet (6') for ARTIST's concert. Because of the nature of this solo performance, ARTIST's distance from the audience is very important to the success of the performance. With regard to orchestra pits, the preferred remedy is to fill in the pit with seating where possible. In circumstances when the playing area of the stage is being extended to reach the seating, there are a number of sound and electric issues which need to be resolved in consultation with the technical staff. Please give this requirement priority consideration before signing off on this Agreement.

PRESENTER will ensure that all truck approaches, loading docks and the stage door area will be clear of all vehicles, debris, snow and any and all extraneous materials prior to the arrival of the PRODUCER's personnel;

#### 4.4 Power.

PRESENTER will furnish adequate electrical power supply and lighting equipment including, but not limited to, one (1) follow spotlight at the standard back-of-the-house location, as per the Technical Requirements Rider attached hereto and made a part hereof;

#### 4.5 Sound System.

PRESENTER will comply with all sound requirements listed in the attached Technical Requirements Rider. If requested, PRODUCER agrees to consult with PRESENTER's house sound personnel regarding setting of levels during PRODUCER sound check but the final determination with respect thereto shall be made by PRODUCER or its representative.

#### 4.6 Preliminary Theatre/Operating/Ticket Sales Costs.

PRESENTER will bear, as an approved fixed expense per the Deal Memo, all preliminary theatre and box office expenses, including, but not limited to, supplies and tickets, the local costs of any necessary advance trips, and all other preparation of the stage, fly system, sound system, electrical system, loading dock, auditorium and dressing rooms, as are required to properly present a first class theatrical production. The costs of any additions and/or modifications to the Theatre which are made at the specific written request of the PRODUCER prior to the commencement of the load-in for the Engagement (e.g. spotting of lines) shall be allowable as an approved documented expense per the Deal Memo.

#### 4.7 Local Personnel.

PRESENTER will furnish all necessary local personnel which may be required by PRODUCER, including, without limitation stage hands, spot light operator, stage carpenters, electricians, sound technicians, cleaning/maintenance, security, front-of-house staff (including but not limited to a house manager, ushers, box office employees) and any other local labor which PRODUCER, in its sole discretion, deems necessary in connection with any advance spotting calls, take-in, technical rehearsal prior to first performance, performances and rehearsals and sound and light checks prior to each performance commencing one (1) hour before opening the house to the public;

#### 4.8 Technical Requirements Rider.

PRESENTER will fulfill and comply with all of the requirements of the Technical Requirements Rider, and will comply promptly with directions of PRODUCER or PRODUCER's representative regarding production requirements for the performances hereunder;

#### 4.9 Playbills.

PRESENTER will print, copy and distribute to each audience member free of charge a house program conforming



exactly with the program copy furnished by PRODUCER in its entirety;

4.10 Advertising & Marketing.

PRESENTER will plan, budget and bear all costs of a comprehensive advertising and marketing campaign, submit it to PRODUCER for prior written approval and execute said mutually approved campaign. In addition, PRESENTER shall furnish and bear all costs of the local press agent, publicity and marketing staff, groups sales, direct mail, production and commissions for placement of print and electronic advertising and subscription expenses not covered in PRESENTER's box office commission (See Paragraph 6);

4.11 Payroll Taxes and Benefits.

The breakdown of payroll taxes and benefits must be submitted by PRESENTER to PRODUCER thirty (30) days in advance of the Engagement. Payroll taxes and benefits on the employees paid by PRESENTER for settlement purposes shall be those actually paid and documented. In no event shall PRESENTER include in payroll taxes and benefits any administrative surcharge paid in whole or in part to PRESENTER, directly or indirectly.

4.12 Piano.

See Technical Rider: **Mandy Patinkin Being Alive Tech Rider rev 06-02-23.**

4.13 Materials.

All of the equipment and other items to be furnished by PRESENTER shall be maintained and in good working order during each performance;

4.14 Floral Arrangements.

Intentionally deleted.

4.15 Insurance.

PRESENTER will provide insurance coverage as outlined in Paragraph 9 hereof.

4.16 Local Requirements or Conditions.

PRODUCER's stage labor and musician requirements as specified in the Technical Requirements Rider are based on the minimum requirements to realize the PRODUCTION in an ideal facility. The cost of any additional stage labor and musicians that may be required by local union requirements or conditions shall fall within the approved fixed expenses in the Deal Memo attached hereto. In the event that PRESENTER fails to provide the required number of loading and unloading, stage personnel, PRESENTER agrees that PRODUCER may engage the balance of personnel required and PRESENTER will bear all such costs.

4.17 Union Compliance.

PRESENTER will comply with all regulations and requirements of any union or unions that may have jurisdiction over any of the materials, facilities and personnel to be furnished hereunder. Upon the signing of this Agreement, PRESENTER shall provide PRODUCER with copies of union contracts that will affect the settlement in any way.

All personnel to be provided by PRESENTER shall be members in good standing of any union having jurisdiction and shall be subject to PRODUCER's direction during take-in and take-out, immediately before, during, and immediately after each performance hereunder. None of such personnel shall be deemed to be employees of PRODUCER, and PRODUCER shall not be responsible for payment of workers compensation, unemployment insurance, social security, withholding taxes or any other cost or liability in connection therewith.

4.18 No Discrimination.

There shall be no discrimination practiced in the Theatre because of race, color, creed, sex or disability against any performer, employee or patron as to admission to, or seating in, the Theatre;

4.19 Performance License.

PRESENTER warrants that it holds a current and valid Blanket Performance license with both ASCAP and BMI, covering non-dramatic (concert) performance of all works in libraries of those agencies;

4.20 In the event PRESENTER refuses or neglects to provide any of the items required to be provided by PRESENTER hereunder and/or fails to make any of the payments required to be made by PRESENTER hereunder, PRODUCER shall have the right, but not the obligation, in its sole discretion, either: (a) to not furnish the PRODUCTION until said requirements and conditions shall have been duly met, fulfilled and/or complied with; all without relieving PRESENTER of its obligation to pay all the monies it is required to pay had the PRODUCTION been presented as scheduled; or (b) to do what PRESENTER shall have failed to do, in which event PRESENTER shall reimburse PRODUCER for all costs and expenses directly or indirectly incurred by it by reason thereof. Payment therefore shall be made by PRESENTER promptly after the submission to it of a bill. PRODUCER shall have the right not to present the PRODUCTION until the said bill shall have been paid; all without relieving PRESENTER from its obligation to pay all monies it is required to pay had the PRODUCTION been presented as scheduled. Notwithstanding the exercise of such rights by PRODUCER, any amounts theretofore paid to PRODUCER by PRESENTER shall be retained by PRODUCER, and any sums due under the terms hereof shall immediately become payable to PRODUCER.

4.21 All the expenses of complying with the foregoing provisions shall be an engagement expense as indicated on the Deal

Memo. Any engagement expense not noted on the Deal Memo as an approved "documented or substantiated" expense shall fall within the approved "fixed" expenses in the Deal Memo attached hereto. PRODUCER shall not be charged for any item other than those specified on the attached Deal Memo without PRODUCER's prior written approval.

## **5. BOX OFFICE AND TICKET SALES; BOOKS AND RECORDS.**

### **5.1 Ticket Pricing.**

No changes in the ticket price scale shall be made without PRODUCER's prior written approval. PRESENTER and PRODUCER further agree that there shall be no discounts from the ticket prices set forth in the Deal Memo unless specifically authorized in writing by PRODUCER.

### **5.2 Ticketing.**

PRESENTER hereby warrants, represents, and guarantees that the capacity of the Theatre, the potential Gross Gross Box Office Receipts, the ticket prices, and the number of categories of tickets (if any) to be discounted shall be as set forth in the Deal Memo. PRESENTER agrees to sell only reserved seats for the performance(s) covered by this Agreement, the price of which shall be printed on numbered tickets for each performance to indicate the sections of the Theatre(s) and the categories of ticket prices. The location of each seat shall be printed on each ticket. (PRESENTER shall provide PRODUCER's representative with a manifest of the tickets printed certified by the ticket printer or certified by the computer printout record.) There shall be no free tickets nor any discount tickets except as specified above. No tickets for standing room shall be placed on sale for any performance until tickets for ninety percent (90%) of the capacity of the Theatre have been sold. PRESENTER's officers and employees shall have control of the sale of tickets in the box office but PRODUCER's representatives shall have access during regular box office hours to the box office. Promptly after the end of each of the performances PRESENTER's treasurer shall deliver a statement to PRODUCER's representative certifying all tickets sales.

Further, PRESENTER represents and warrants that the seating capacity of the Theatre and the ticket prices for performances of the PRODUCTION shall be as set forth in the Deal Memo, and that Deal Memo includes every seat in the Theatre, including, without limitation, emergency, corporate and box seats. PRESENTER warrants and represents that there are no seats in the Theatre that do not appear on the box office manifest. PRESENTER shall not order, sell, or authorize the sale of tickets to any performance of the PRODUCTION in a number greater than the lawful seating capacity of the Theatre as set forth in the Deal Memo.

### **5.3 Records.**

PRESENTER shall keep and maintain detailed, accurate and complete books and records relating to the sale of all tickets and related deductions therefrom derived from performances of the PRODUCTION at the Theatre hereunder, advertising expenses, yellow card expenses, and all other local documented expenses relating to the Engagement (collectively, the "Presenter's Records"). PRODUCER and/or PRODUCER's representatives shall have access to all of Presenter's Records during regular business hours commencing upon the execution of this Agreement and continuing thereafter for a period of one (1) year after the final performance of the PRODUCTION hereunder. PRESENTER's and Theatre's employees shall furnish PRODUCER and/or PRODUCER's representatives with any and all of the Presenter's Records as may be requested by PRODUCER and/or PRODUCER's representatives. PRODUCER and/or PRODUCER's representatives shall have the right to audit and inspect and make copies of the Presenter's Records and PRESENTER agrees to cooperate with PRODUCER and/or PRODUCER's representatives with respect thereto. In the event such audit or inspection reveals an error in accounting in favor of PRESENTER of two percent (2%) or more, the cost of such audit or inspection shall be borne by PRESENTER. PRODUCER and/or PRODUCER's representative shall have the right to be present in the Theatre box office for each performance of the PRODUCTION.

### **5.4 Handling of Receipts.**

PRESENTER shall ensure that all funds derived from the sale of tickets for performances of the PRODUCTION at the Theatre hereunder shall be held by PRESENTER or Theatre in a secure account and such funds shall not be used for any purpose whatsoever until PRODUCER has received payment of its percentage share of the Net Adjusted Gross Box Office Receipts.

PRESENTER shall deposit in a special account the proceeds of all ticket sales for the PRODUCTION, and the fund created thereby shall not be used for any purpose, except advertising and publicity directly relating to the presentation of the PRODUCTION, until PRODUCER has been paid in full all monies due it hereunder. PRESENTER may only use the portion of such funds for advertising that are in excess of the sums due to PRODUCER, including the Guarantee due PRODUCER and any share of the Net Adjusted Gross Box Office Receipts due PRODUCER, if applicable.

### **5.5 Advance Sale.**

PRESENTER agrees (a) to place all tickets on public sale AT LEAST six (6) weeks in advance of the first of the performance(s); (b) not to hold reservations for tickets later than one (1) day prior to the date of each performance; (c) to promote and exploit the performance(s) and use best efforts to secure the largest public attendance and the largest amount of Gross Gross Box Office Receipts; (d) to furnish display advertising in a form approved by PRODUCER in leading local newspapers commencing at least four (4) weeks prior to the date of the first performance; (e) to expend the advertising budget as set forth herein except that if the Engagement sells out prior to the Engagement date no further advertising expenses will be incurred; and (f) to advertise the performance(s) in prior programs presented by it during the same season. These and other provisions for promotion and advertising are more fully set out in Paragraph 6 below.

5.6 Complimentary Seats.  
See attached Deal Memo.

PRESENTER shall not issue any complimentary tickets for advertising trades, promotions, press or other marketing purposes without the prior written approval of PRODUCER.

There shall be no commissions, fees or surcharges charged on complimentary tickets.

5.7 Company House Seats.  
See attached Deal Memo.

5.8 Group Sales.  
PRODUCER will have the right to purchase group tickets on a favored nations basis with any other groups purchasing tickets for the PRODUCTION. There shall be no commission charged for any group booked by or on behalf of a company member through the company. For the avoidance of doubt, group tickets will be available for purchase by PRODUCER at regular box office prices and shall not be charged at the VIP/Premium price scale.

For purposes of Group Commissions, a group is defined as a minimum of ten (10) tickets purchased to the PRODUCTION by a single customer. Where a group purchase includes tickets to more than one performance of the PRODUCTION, appropriate documentation must be provided to verify that the same customer has purchased ten (10) tickets or more.

**6. PROMOTION AND ADVERTISING.**

6.1 Billing.  
The form and manner of billing and credits in all advertising, billboards, marquees, programs and publicity shall be determined by PRODUCER, and PRESENTER shall promptly and fully comply with said determination. In the event PRESENTER alters, omits or does not print any of the billing or other program copy or other copy as provided by PRODUCER, PRESENTER shall be liable for any penalty or liability imposed upon PRODUCER by Actors' Equity Association or any other party and shall be liable for all damages, costs and expenses (including attorney's fees and disbursements) resulting from any claim or action brought by Actors' Equity Association or any other party against PRODUCER for breach of any contract with respect to billing.

PRESENTER hereby agrees that the size, style, prominence and placement of the billing utilized for the ARTIST and/or the PRODUCTION hereunder shall be subject to PRODUCER's written approval.

6.2 Authorized Materials.  
PRESENTER agrees to use only those advertising and promotional materials furnished by PRODUCER and said materials will be used only for the purpose of advertising PRESENTER's presentation of the PRODUCTION. No alterations, changes, additions to or deletions from said materials, except for local theatre information, may be made without the prior written consent of PRODUCER, and PRESENTER agrees to indemnify and hold PRODUCER harmless from and against any and all liabilities, claims, losses, causes of action, and expenses (including attorney's fees and disbursements) arising out of any breach of the foregoing undertaking, including without limitation, any penalties imposed by any union.

6.3 Provision, Ownership and Alteration of Materials.  
PRODUCER agrees to furnish a complete press kit including production photos and a reasonable number of generic ad slicks and un-imprinted heralds/flyers for the PRODUCTION in such quantities as PRODUCER in its sole discretion deems necessary or desirable. PRESENTER agrees to use only photographs furnished by PRODUCER. PRESENTER agrees to imprint, distribute and display properly and use all materials so received without change or alteration. If any changes or alterations or alternate radio, television or print advertisements for the Engagement are approved by PRODUCER and used by PRESENTER, such changes or alternates shall become the property of PRODUCER free of any liens and encumbrances, subject only to the payment of any required talent payments. Any and all costs and expenses resulting from or associated with such approved changes shall be borne solely by PRESENTER. PRESENTER agrees to abide by PRODUCER's agreements with corporate sponsors and include PRODUCER's corporate sponsorship logos in advertising as directed by PRODUCER in writing.

PRESENTER acknowledges that PRODUCER controls the rights to use its logo, other artwork and any publicity materials developed for the promotion of the PRODUCTION (including photographs) and for the promotion of the sale of tickets to the PRODUCTION. PRODUCER does not grant PRESENTER or any other party the right to use said materials for any purpose other than the promotion of the sale of the tickets to the PRODUCTION. PRESENTER will be solely liable for all damages, costs and expenses (including reasonable legal fees and disbursements) resulting from any claim or action arising out of the use for any other purpose of any artwork and any publicity materials other than those furnished to PRESENTER by PRODUCER.

6.4 Approval of Ad Campaigns and Marketing Plans.  
All advertising campaigns, "buys" and budgets, and marketing, sales and promotional plans must be submitted to PRODUCER's marketing representative no later than the earlier of the first advertisement for single tickets or ten (10) weeks prior to the first performance, and shall be subject to PRODUCER's prior written approval. No advertising may be placed by PRESENTER without PRODUCER's prior written approval.

**6.5 Campaign and Plan Budgets.**

PRESENTER and PRODUCER agree that the advertising budget shall be expended for the sole purpose of advertising/promoting the sale of single tickets and that no season or subscription or institutional advertising shall be included in the advertising budget for the PRODUCTION. PRESENTER shall spend no less than the amount listed on the Deal Memo for advertising unless otherwise approved in writing by PRODUCER. All advertising and promotional costs to be charged in determining PRODUCER's share of Net Adjusted Gross Box Office Receipts for the Engagement shall be fully documented. Invoices from advertising agencies alone will not be sufficient support for an expense to be credited to PRESENTER. Newspaper and magazine advertising shall be substantiated by bills from the newspaper or magazine stating dates, lineage and cost of advertisement and by dated tear sheets. Other forms of print advertising shall be supported by bills from printers. TV and radio advertising shall be substantiated by bills from stations and subsequently by affidavits taken from station logs. All art work or mechanical charges shall be clearly indicated as such and supported by bills from suppliers of services and materials. There is no commission payable on production work. All agency commissions shall also be clearly spelled out in agency bills. All advertising costs shall be based on net costs or "earned rate," and agency commission shall not exceed fifteen percent (15%). PRESENTER agrees to supply PRODUCER, upon request, any and all information relating to advertising costs including but not limited to rates, rebates, discounts, commissions and shared commissions relating to the PRODUCTION. No item which fails to conform with the above guidelines shall be included in PRESENTER's expenses.

There shall be no "trade" advertising as said term is used in the industry, except with the prior written consent of PRODUCER. Prior to PRESENTER's presentation of the PRODUCTION, PRESENTER will make available to PRODUCER all subscription mailing announcements, press releases, and all advertising schedules. No commissions, fees or other remuneration shall be taken on advertising placed through any advertising agency which is affiliated with PRESENTER (as defined in paragraph 3.5.4 above), without PRODUCER's prior written consent, except as set forth in the Deal Memo.

**6.6 Use and Ownership of Commercial.**

In the event that PRODUCER provides PRESENTER with a video tape or filmed television commercial of the PRODUCTION, said commercial shall be used only for the purpose of advertising PRESENTER's presentation of the PRODUCTION. No alterations, changes, additions to or deletions from said tape or film may be made in the televising of said tape or film, except for local performance and ticket information, without the prior written consent of PRODUCER. The tape or film shall remain the property of PRODUCER and will be returned to PRODUCER within three (3) days following the final performance of the PRODUCTION herein. PRESENTER will not broadcast any television or radio commercial which has not been provided by PRODUCER or approved in writing by PRODUCER. PRESENTER will send to PRODUCER's advertising agency any information requested concerning the use of commercials provided by PRODUCER in order to allow PRODUCER to comply with its obligations. PRESENTER agrees to indemnify PRODUCER from and against any and all claims, costs, damages and expenses (including reasonable legal fees and disbursements) made against PRODUCER and/or suffered or incurred by PRODUCER by reason of PRESENTER's breach of the provisions of this paragraph.

**6.7 No Recording or Broadcasting.**

PRESENTER agrees that it will not permit any rehearsal or performance to be recorded, filmed, broadcast, televised or transmitted beyond the Theatre without prior written consent of PRODUCER. If approved, PRESENTER must provide notice to the company and stage management no later than forty-eight (48) hours prior to the taping.

**6.8 Press and Publicity Engagements.**

Press requests for appearances and interviews for the ARTIST must be approved in writing by PRODUCER and any payments required for said appearances (including, but not limited to, ARTIST, musicians, company manager, and stage manager) shall be paid by PRESENTER. The ARTIST and his staff shall be provided, as an engagement expense if approved by PRODUCER, with transportation to and from press and publicity engagements.

It is specifically understood that expenses incurred in PRESENTER's city shall be borne by PRESENTER notwithstanding that the appearance may be broadcast on national media.

**6.9 Ticket Trade.**

No trade seats, whether of tickets available to the general public or corporate box seats, shall be chargeable as an advertising expense.

PRESENTER shall not issue or commit to any complimentary seats for advertising trades, promotions, press (except as specifically permitted pursuant to Paragraph 5.6 above) or other marketing purposes without the prior written approval of PRODUCER or PRODUCER's representative.

**6.10 Trademarks and Copyright Notices.**

If requested so to do, PRESENTER will affix a trademark or copyright notice at such place or places designated by PRODUCER.

**6.11 Compliance with PRODUCER's Requirements.**

PRESENTER will duly comply with all advertising and billing requirements as furnished by PRODUCER and as same may in writing be timely amended.

**7. PROGRAMS.**

PRODUCER will furnish PRESENTER with camera-ready copy for the program to be provided at each performance,



and PRESENTER agrees, as an engagement expense, to print, copy and distribute to each audience member free of charge a house program conforming exactly with the program copy furnished by PRODUCER in its entirety. PRESENTER acknowledges that furnishing such programs is a union requirement, and PRESENTER agrees to indemnify and hold PRODUCER harmless from any costs, damages, expenses (including legal fees and disbursements) resulting from breach of this provision. PRESENTER agrees that PRODUCER has approval over the inclusion of any artwork and/or photographs in the program which relate to the PRODUCTION, whether provided by PRODUCER or created and/or provided by PRESENTER. If the cost of including the camera-ready copy provided by PRODUCER exceeds any approved costs agreed to by PRODUCER in the Deal Memo, PRESENTER shall so notify PRODUCER in a timely fashion. PRESENTER shall not have the right to increase the approved costs set forth in the Deal Memo without PRODUCER's prior written consent. Further, PRODUCER reserves the right, at PRODUCER's sole discretion, to produce and insert flyers and announcements, including but not limited to cast change slips, ticket offers, merchandise order forms, etc., in the house program without the prior approval of PRESENTER and/or theater. In addition, neither PRESENTER nor theater shall insert or permit the insertion of any flyer, announcement, or other printed material in the house program for any purpose, without the prior written approval of PRODUCER.

**8. CONCESSIONS.**  
Intentionally deleted.

**9. INSURANCE.**

9.1 PRESENTER shall during the term hereof, purchase and maintain at its sole cost and expense through companies rated at least (A) and licensed to do business in the state where the performances specified herein take place: policies of Workers Compensation and Employer's Liability Insurance for all persons employed by PRESENTER and/or at the Theatre (including those employees whose salaries shall be reimbursed by PRODUCER hereunder) and providing all statutory benefits as required by relevant state law; Commercial General Liability Insurance and Commercial Umbrella Insurance with a combined single limit for bodily injury, property damage, and personal and advertising injury of no less than One Million United States Dollars (US\$1,000,000.00) and naming PRODUCER and its affiliates, subsidiaries, officers, directors, employees, agents, shareholders and representatives as Additional Insured(s). Each party hereto will maintain Property Insurance on its respective property and hereby waives any and all rights of recovery, claims and causes of action against the other, its affiliates, subsidiaries, officers, directors, employees, agents, shareholders and representatives for any loss or damage that may occur to any of its personal property for any reason and further covenants that its respective insurers will not hold any right of subrogation against the other party hereto. Each party hereto agrees to cause its respective policy or policies to be endorsed, if necessary, to effect this waiver of subrogation. All policies shall provide that in the event of cancellation, non-renewal, or material change, PRESENTER shall give PRODUCER thirty (30) days prior written notice of such. Certificates of Insurance evidencing compliance with all insurance provisions in this Agreement shall be delivered to PRODUCER as far in advance of the Engagement as reasonably possible and no later than twenty-four (24) hours prior to the first performance hereunder. PRODUCER shall carry equivalent insurance.

9.2 For the purpose of Commercial General Liability Insurance and Umbrella Insurance required to be carried pursuant to the provisions hereof, PRESENTER shall be deemed to be primarily liable for all acts, occurrences or omissions arising out of or relating to the operation of the Theatre premises as distinguished from the presentation of the PRODUCTION in the Theatre, and PRODUCER shall be deemed to be primarily liable for all acts occurrences or omissions arising out of or relating to the operation of the PRODUCTION as distinguished from the operation of the Theatre.

**10. INDEMNIFICATION.**

10.1 PRESENTER agrees to indemnify, defend and hold harmless PRODUCER and its affiliates, subsidiaries, officers, directors, employees, agents, shareholders and representatives from and against any and all liabilities, claims, suits, losses, damages, causes of action, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with: (i) loss, injury or damage to the persons or personal property of audience members, PRESENTER, Theatre, the employees and agents of each of PRESENTER and Theatre, any lessees or concessionaires of the Theatre and PRODUCER and its representatives; and (ii) any breach or alleged breach of any of PRESENTER's representations, warranties, undertakings, obligations or agreements herein contained. PRODUCER shall provide written notice to PRESENTER of any claim to which the foregoing indemnities apply and shall cooperate with PRESENTER in the defense thereof. PRESENTER further agrees without limiting the generality of the provisions of this paragraph to indemnify, defend, and hold harmless PRODUCER from and against all liability, obligation, or expense incurred in connection with or relating to any actions, claims, or demands by third persons arising out of or relating to the operation of the Theater premises.

10.2 PRODUCER hereby agrees to indemnify, defend and hold harmless PRESENTER from and against any and all liabilities, claims, suits, losses, damages, causes of action and expenses (including reasonable legal fees and disbursements) arising out of or in connection with any claim by a third party which, if proven, would constitute a breach of any representations, warranties and agreements made by PRODUCER herein.

10.3 PRODUCER shall have the right, but not the obligation, to control the defense of any claim or proceeding to which it is a party or indemnitor (i.e., the party who indemnifies) in its sole discretion. If PRODUCER shall elect to control such defense, PRESENTER may, at PRESENTER's sole expense, participate in the defense thereof. If PRODUCER shall elect not to control such defense, PRODUCER may nevertheless participate in such defense, at PRODUCER's sole cost and expense.

**11. IMPOSSIBILITY OF PERFORMANCE.**

In the event that any performance of the PRODUCTION shall be prevented by act of God, fire, national or local

calamity or emergency, death or physical or other disability of any of the personnel forming part of or used in connection with the PRODUCTION, the acts or regulations of public authorities or labor unions, labor difficulties, strike, boycott, civil tumult, war, riot, epidemic, interruption or delay of transportation service, the breach of contract on the part of any third party, the unlawful act of any third party or any other event of force majeure beyond the reasonable control of the parties (collectively and individually, "Act of God"), PRODUCER and PRESENTER shall be relieved of their respective obligations hereunder with respect to the performance(s) so prevented and neither PRODUCER nor PRESENTER shall be under any obligation to present performance(s) at any other time.

In the event PRESENTER and PRODUCER jointly decide the Theatre should be closed because of any Act of God, neither party shall have any financial claim on the other resulting from losses during the period of closing. If, however, the Theatre is closed due to the negligence or other fault of PRESENTER, (it being understood that a strike shall not be deemed the fault of PRESENTER, unless provoked by PRESENTER), or if the Theatre is closed without the prior written agreement of PRODUCER, PRESENTER shall not be excused from the payments required under the terms of this Agreement as though all of the performances provided for herein had occurred.

## **12. TERMINATION OF PRODUCTION.**

In the event the PRODUCER elects to terminate the run of PRODUCTION and posts a notice to that effect, PRODUCER shall advise PRESENTER in writing of such action and shall have no further liability except (i) to make a pro rata return of any Guarantee paid and (ii) to reimburse Presenter for any actual documented expenses as may be reasonable and customary, approved by PRODUCER and incurred theretofore by PRESENTER, in connection with performances scheduled but not performed due to PRODUCER's termination of the run.

## **13. REMEDIES.**

### **13.1 Default.**

If PRESENTER materially breaches or defaults in the performance of any of its representations, warranties or agreements or undertakings hereunder (a "Default"), then PRODUCER shall have the right to terminate this Agreement and its obligations hereunder. PRESENTER acknowledges that PRODUCER has refused and will refuse profitable offers for other performances of the PRODUCTION in order to enter into this Agreement and that PRODUCER has incurred and will incur substantial out-of-pocket expenses in connection therewith. In the event of Default pursuant to which PRODUCER terminates this Agreement and its obligations hereunder, PRESENTER agrees that any and all sums still payable to PRODUCER as the Guarantee will become immediately due and payable, and such sums, together with any sums theretofore paid by PRESENTER, shall be retained by PRODUCER as liquidated damages (and not as a penalty), and PRODUCER shall have the right to present any Letter of Credit furnished it for payment and to use the proceeds therefrom for the payment of said Guarantee. PRODUCER shall have, in addition and not in lieu of those remedies set forth above, the right, if there is a Default, to exercise all of its rights and remedies against PRESENTER at law, singly or cumulatively, at PRODUCER's sole discretion. Nothing herein shall in any manner affect any of PRODUCER's rights set out elsewhere in this Agreement or any of PRODUCER's rights at law or in equity.

### **13.2 Prior Default to Third Party.**

If on or before the date of any scheduled performance PRESENTER has failed, neglected, or refused to perform any obligations pursuant to any contract with any other theatrical production or performer for any other engagement or if the financial standing or credit of PRESENTER has been impaired or is, in the sole opinion of PRODUCER, unsatisfactory, PRODUCER shall have the right to demand the payment of the Guarantee provided for herein forthwith. If PRESENTER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel the Engagement by notice to PRESENTER to that effect, and in such event PRODUCER shall retain any amounts theretofore paid to PRODUCER by PRESENTER and the balance of the Guarantee provided for herein shall immediately become due and payable in full to PRODUCER.

### **13.3 Bankruptcy or Insolvency.**

In the event PRESENTER shall: (a) file a petition in voluntary bankruptcy or request reorganization under any bankruptcy reorganization or insolvency law, or consent to the filing of any such petition; or (b) make an assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due; or (c) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its properties; or (d) have a petition for involuntary bankruptcy, reorganization, or appointment of a receiver, trustee or liquidator filed against it and such petition shall remain in effect for more than thirty (30) days; or (e) be adjudicated bankrupt, or insolvent; or (f) have all or a substantial part of its property sequestered by court order and such order shall remain in effect for more than thirty (30) days, none of such occurrences shall affect the right of PRODUCER to present for payment any Letter of Credit furnished it hereunder or impair or affect its right to refrain from furnishing the PRODUCTION pursuant to this Agreement in the event of the happening of the contingency therein set forth or to be paid the monies therein provided to be paid to it even if the PRODUCTION is not so furnished.

**14. BOOKING AGENT.**

It is expressly agreed that L. Glenn Poppleton is employed by PRODUCER as PRODUCTION's exclusive booking agent, manager and representative and is authorized to act as PRODUCER's designee on PRODUCER's behalf, but that L. Glenn Poppleton is not a producer or presenter of the PRODUCTION or a party hereto, and that L. Glenn Poppleton shall not be held responsible by PRESENTER for any of PRODUCER's obligations hereunder, or by PRODUCER for any of PRESENTER's obligations hereunder. PRESENTER may not, in any way, represent themselves as ARTIST's or PRODUCTION's booking agent, manager or representative. PRESENTER and PRODUCER each hereby agrees to indemnify, defend and hold harmless L. Glenn Poppleton and its respective employees, agents and representatives from and against any and all liabilities, losses, costs and expenses (including reasonable legal fees and disbursements) incurred or suffered by L. Glenn Poppleton as a result of any claims arising from or relating to this Agreement or the presentation of the PRODUCTION by PRESENTER except to the extent that it is finally adjudicated that such claim arose solely from L. Glenn Poppleton's gross negligence or willful misconduct.

**15. RESOLUTION OF DISPUTES.**

This Agreement and the performance thereof shall be construed in accordance with the laws of the State of ~~New York~~ Illinois applicable to contracts fully performed therein. Any controversy or claim arising out of, or relating to this Agreement, or any alleged breach thereof, shall be settled by binding arbitration before a single arbitrator in ~~New York, New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in~~ State of IL, highest court of the forum, state or federal, having jurisdiction thereof. Each of the parties hereby consents and submits to the jurisdiction of the State and Federal courts located in the County of New York and consents to the venue thereof, and consents to service of process by registered or certified mail at the address to which notices are to be given and agrees that such service shall be deemed effective as if personal service had been made within New York State, New York County. State of IL, see MAC Rider #5

**16. REPRESENTATIONS AND WARRANTIES.**

16.1 PRESENTER hereby separately represents and warrants that: (i) PRESENTER is authorized, empowered and able to enter into and fully perform its obligations hereunder; (ii) the party executing this Agreement on behalf of PRESENTER is an authorized representative of PRESENTER, duly authorized to sign on PRESENTER's behalf; (iii) PRESENTER's entry into this Agreement, and its performance hereunder, does not and shall not violate any law, statute or regulation or any contractual obligation of PRESENTER; (iv) any materials supplied by PRESENTER in connection with the terms of this Agreement, including, without limitation, any promotional and advertising materials, do not and will not violate any law or infringe upon or violate any copyright, trademark, right of privacy or any other right of any nature or kind of any third party; and (v) PRESENTER shall obtain all licenses and permits necessary to be secured, in order to permit the presentation and performance of the PRODUCTION at the Theater as scheduled, and neither party will do or suffer to be done anything in said premises during such period, in violation of any laws, regulations, ordinances, rules or requirements.

16.2 PRODUCER hereby represents and warrants that: (i) PRODUCER is authorized, empowered and able to enter into and fully perform its obligations hereunder; (ii) PRODUCER has the authority to enter this Agreement on behalf of ARTIST and thereby bind ARTIST to its terms; (iii) the party executing this Agreement on behalf of PRODUCER is an authorized representative of PRODUCER, duly authorized to sign on PRODUCER's behalf; (iv) PRODUCER's entry into this Agreement, and its performance hereunder, does not and shall not violate any law, statute or regulation or any contractual obligation of PRODUCER; and (v) any materials supplied by PRODUCER in connection with the terms of this Agreement, including, without limitation, any promotional and advertising materials, do not and will not violate any law or infringe upon or violate any copyright, trademark, right of privacy or any other right of any nature or kind of any third party.

**17. MISCELLANEOUS.**

This Agreement may not be assigned or transferred by PRESENTER without the prior written consent of PRODUCER. This Agreement, including its attached PRODUCER Deal Memo and Riders (which may include, but is not limited to PRODUCER Deal Memo, and the Technical Requirements Rider), represents the full understanding between the parties and supersedes all prior agreements, and neither party shall be bound by modifications of this Agreement unless set forth in a writing signed by the party. In the event of any inconsistency between the provisions of this Agreement and those contained in the attached PRODUCER's Deal Memo and Technical Requirements Rider, the provisions of PRODUCER's Deal Memo or Technical Requirements Rider, as applicable, shall control. In the event of any inconsistency between the provisions of this Agreement (including, but not limited to its attached PRODUCER Deal Memo and Riders) and those contained in any PRESENTER addenda, whether or not subsequently attached, the terms of this Agreement will control. No waiver of any provision of this Agreement shall be binding unless agreed in writing and signed by PRODUCER and PRESENTER, and no waiver of any breach hereof shall be construed to be a continuing waiver or consent to any subsequent breach hereunder.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, executors, administrators, successors and permitted assigns. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Should any provision, or portion of any provision, of this Agreement be adjudged invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions or of the other portions of the provision(s) so adjudged shall not be affected thereby, and any provisions or portions thereof which are illegal, invalid, or otherwise unenforceable shall be curtailed and restricted only to the extent necessary to bring them within the legal requirements. Paragraph headings are used herein for convenience only and shall not be referred to in the interpretation of this Agreement. Use of

any gender herein shall be deemed to refer to any other where appropriate from the context. This Agreement may be signed in counterparts, all of which taken together shall constitute a binding agreement. This Agreement shall not be binding upon PRODUCER until executed by PRODUCER and by PRESENTER.

Nothing in this agreement shall obligate PRODUCER to afford subsequent presentation rights to the PRESENTER.

Gifts, notes, and letters from fans for ARTIST should be given to Stage Management, or left in the production office. PRODUCER does not take responsibility for items sent backstage by fans requesting autographs and cannot guarantee those items will be signed. Items from the PRESENTER or Venue needing ARTIST's signature may be given to Stage Management, or left in the production office and will be signed by ARTIST post show. Do not put any items in ARTIST's dressing room. PRESENTER shall not order, sell, or authorize the sale of any such item signed for PRESENTER or Venue without the prior written approval of the PRODUCER.

**18. CURRENCY.**

All currency amounts referred to in this agreement, Deal Memo and/or riders shall be in United States currency unless otherwise specified in writing.

**19. NOTICES.**

All correspondence and/or notices to PRESENTER and PRODUCER hereunder shall be in writing addressed to the parties at the addresses designated below, or such other address as may be provided by notice duly given, with an additional copy by email to the email address set forth below. Copies of all correspondence and/or notices to PRODUCER hereunder shall also be given to L. Glenn Poppleton, 630 Ninth Avenue, Suite 1206, New York, NY 10036, Tel: (917) 596-7055, E: LGPoppleton@me.com.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGREED AND ACCEPTED:

PRESENTER:

DocuSigned by:

*Ellen Roberts*

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PRESENTER

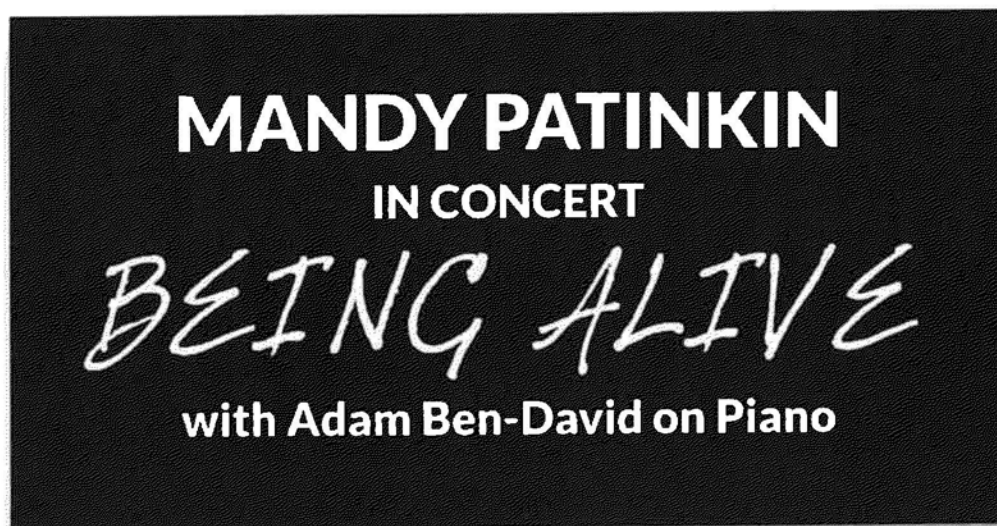
By: Ellen Roberts, VP of Administration  
College of DuPage  
425 Fawell Blvd  
Glen Ellyn, IL 60137  
Tel: 630-942-3007 (Diana Martinez)  
E: martinezd59@cod.edu

PRODUCER:

EXCEPT FOR THIS, LLC.

Employer Identification #: 20-247-9494  
By: Staci Levine, Executive Producer  
200 W. 90th St. #6D  
New York, NY 10024  
Tel: (212) 579-6754  
staci@groundswelltheatricals.com





## CONCERT INFO & TECH RIDER

*Mandy Patinkin in Concert* is produced by EXCEPT FOR THIS, LLC.  
Please call us if you have questions.

The Mandy Patinkin team:

**Richard Hester, Production Supervisor**

(917) 734-9413 cell • [rmhtoaster@aol.com](mailto:rmhtoaster@aol.com)

Contact for technical & stage advance, schedules, piano, stage crew requirements, load-in/load-out, dressing room and hospitality requirements.

**Dan Gerhard, Sound Designer**

(917) 853-8827 cell • [dangerhard@sonicdesigns.net](mailto:dangerhard@sonicdesigns.net)

Please cc Dan's associate Ellen Fitton on all correspondence - [ellenfitton@sonicdesigns.net](mailto:ellenfitton@sonicdesigns.net) (973) 820-3808

Contact for sound advance and sound equipment requirements.

**Nathan W. Scheuer, Production Designer**

(636) 346-0478 cell • [nathan.w.scheuer@gmail.com](mailto:nathan.w.scheuer@gmail.com)

Contact for lighting advance and lighting equipment.

**Staci Levine, Producer**

(212) 579-6754 office • (646) 207-6349 cell • [staci@groundswelltheatricals.com](mailto:staci@groundswelltheatricals.com)

Contact for guarantee check and settlement, travel, house seats & comps, post show requests, fan mail/gifts and all things relating to Mandy.

**Catherine Major, Press & Marketing Representative**

(206) 953-8272 cell • [cmajor@cmajorpr.com](mailto:cmajor@cmajorpr.com)

Contact for all press, marketing, and playbill copy.

RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
"MANDY PATINKIN IN CONCERT: BEING ALIVE"

**GENERAL, ADMINISTRATIVE & FOH REQUIREMENTS:**

1. The traveling concert team comprises five including Mandy Patinkin (Artist), Adam Ben-David (Accompanist), Staci Levine (Producer), a Stage Manager/Lighting Supervisor, and a Sound Mixer.
2. PRESENTER agrees that no news photography, television coverage, or any other type of photography or videotaping for any purposes is to take place during the performance.
3. Song titles are not to be listed in the house playbill or in press releases.
4. PRESENTER shall hold ten (10) Company House Seats in rows five (5) through fifteen (15) of the center orchestra seating area (subject to subscription availability) for purchase by PRODUCER for each performance herein. PRODUCER will advise PRESENTER of the number of seats to be purchased by PRODUCER twenty-four (24) hours in advance of each scheduled performance, thereafter unused Company House Seats may be released for public sale.

Additionally, PRESENTER shall provide PRODUCER with ten (10) complimentary seats in rows five (5) through fifteen (15) of the center orchestra seating area for each performance hereunder. Said seats are for the sole and exclusive use of the PRODUCER. PRODUCER will advise PRESENTER of the number of such complimentary seats to be used by PRODUCER twenty-four (24) hours in advance of each scheduled performance, thereafter, unused complimentary seats may be released for public sale.

5. Pre-Show, ARTIST will arrive at venue ninety-minutes to one hour prior to the start time of the concert. ARTIST follows a strict pre-show routine including sound check and rehearsal, finishing just before the half hour prior to the house opening. Once ARTIST's onstage rehearsal is complete, ARTIST will spend the remaining time in his dressing room vocalizing. ARTIST prefers not to socialize before the show and would rather meet PRESENTERS post-show.
6. Post-show reception requests must be submitted to PRODUCER at least 48-hours prior to concert. PRESENTER may not advertise ARTIST's attendance at post-show events. ARTIST will make best effort to attend post-show events, but will not commit to attending until after ARTIST has exited the stage, post-concert.
7. Please provide pre-show announcement copy to PRODUCER or the team's onsite Stage Manager for approval. During the announcement, we ask that ARTIST not be thanked, nor achievements listed.
8. Fee (and overage) checks are made payable to EXCEPT FOR THIS LLC (FID# 20-2479494), except for concerts taking place in the state of California (contact PRODUCER for CA payment info). The fee is due one half-hour prior to curtain and given to PRODUCER Staci Levine, who also handles any applicable settlement.

**RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
"MANDY PATINKIN IN CONCERT: BEING ALIVE"**

9. Gifts and fan letters for ARTIST should be given the traveling team's Stage Manager or left in the traveling team's production office. DO NOT put items in ARTIST's dressing room. The production does not take responsibility for items sent backstage by fans requesting autographs and cannot guarantee those items will be signed.
10. Items from PRESENTER needing ARTIST's signature may be given to the Stage Manager or left in the traveling team's production office. These items will be signed by ARTIST post show. DO NOT put items in ARTIST's dressing room.
11. Contact Staci Levine, PRODUCER regarding travel requirements, per the contract.
12. Late seating should occur in-between songs only.
13. A playbill/program is required for each audience member and is the responsibility of the PRESENTER. Catherine Major, ARTIST's Press & Marketing rep will provide playbill copy.

**STAGE & BACKSTAGE REQUIREMENTS:**

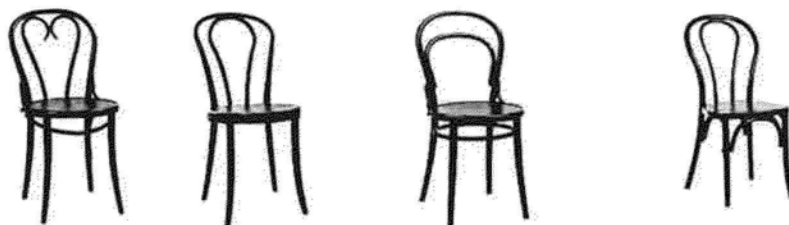
1. PRODUCTION is 80 -100 minutes long and is performed without intermission.
2. The production requires ten (10) hours prior to curtain (including meal breaks) for the load-in. Typical schedule for an 8:00pm curtain is 8:00am – 5:00pm with a one-hour lunch, 6:00pm crew call, 6:30pm sound check, and 8:00pm curtain. PRESENTER agrees that the house will not be opened to the public until one-half hour prior to the advertised starting time of the performance.
3. PRODUCTION is performed on a bare stage (a black floor is preferred). PRODUCTION will use house soft goods including legs, borders, and a full-stage flat blackout. Exact Line Set Schedule to be provided for each venue by the Production/Lighting Designer. All other house goods/projection surfaces must be flown out of sight, tripped, or struck. Backstage equipment, i.e. ladders, stage braces, miscellaneous flats, and coils of hemp, etc. must be cleared away.
4. The distance from the edge of the stage to the center of the front row should be no more than six (6) feet. Because of the nature of this solo performance, ARTIST's distance from the audience is very important to the success of the performance.

With regard to orchestra pits: The preferred remedy is to fill in the pit with seating where possible. In circumstances when the playing area of the stage is extended to reach the first rows of seats, there are a number of sound and electrics issues which need to be resolved in consultation with the PRODUCER's Production Manager and Lighting Designer. Please give this requirement priority consideration before signing off on this agreement.

RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
"MANDY PATINKIN IN CONCERT: BEING ALIVE"

5. PRESENTER agrees to provide, at its sole cost and expense, a BLACK Grand or Baby Grand piano. Yamaha C Series or a Steinway in new condition are the preferred models, along with adjustable padded bench. PRODUCER's Production Manager will advise to the required size of the piano, based on stage dimensions.
6. PRESENTER agrees to provide, at its sole cost and expense, the services of a professional piano tuner to tune and maintain to A-440 pitch the piano referred to in Paragraph 3 above. PRODUCER's Production Manager will advise PRESENTER of time(s) when the piano tuner is to report to the theatre during the load-in.
7. One set of stairs is required on one side of the stage leading directly into the audience during load-in and sound check. If speaker stacks block access to any built-in steps, PRESENTER may need to provide alternative steps. Stairs will need to stay in place until the end of sound check, then removed prior to the house being opened.
8. PRESENTER agrees to provide, at its sole cost and expense, all lighting and sound equipment and lighting and sound labor to ensure that installation and checking of all lighting and sound requirement is completed in time for a sound check one (1) hour prior to the advertised starting time of the performance. PRESENTER also agrees to provide, at its sole cost and expense, the following estimated running crew for each performance (load-in/load-out crew will be specified by PRODUCER's Production Manager, upon consultation with venue):
  - 1 follow spot operator
  - 1 light board operator
  - 1 house sound person
  - 1 deck sound person
  - 1 house stage manager or stagehand
  - 1 dresser/wardrobe person (needed onsite one hour prior to the start-time of the sound check).
9. The house curtain is not used for this performance.
10. PRESENTER agrees to provide, at its sole cost and expense, two (2) 5' to 6' foot prop tables.
11. PRESENTER agrees to provide, at its sole cost and expense, a Stage Manager console, lectern, or music stand.
12. PRESENTER agrees to provide, at its sole cost and expense, a small black table approximately 29" tall x 18"- 20" square. This will be onstage and needs to be clean and sturdy.
13. PRESENTER agrees to provide, at its sole cost and expense, one (1) Black Bentwood Chair (also called a Bistro Chair). Samples below.

RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
"MANDY PATINKIN IN CONCERT: BEING ALIVE"



14. ARTIST and his pianist each require separate dressing rooms. Both dressing rooms should have carpet (or area rug), sinks with running hot water, mirrors, wardrobe rack, adequate lighting, and an easy chair or sofa. One (1) additional room is required for ARTIST's traveling production staff. All three rooms must be in close proximity to each other.
15. PRESENTER will strictly enforce a no smoking policy ensuring that smoking is completely prohibited around and underneath the stage from one hour before the sound check until one hour after the end of the performance.
16. Parking and or parking permits at or near the loading dock or stage door shall be provided for PRODUCER for up to three (3) cars for the entire period of the load-in, performance, and load-out.
17. PRESENTER will provide, at its sole cost and expense, the following backstage hospitality items:
  - a) Hospitality items due by the **beginning of load in:**
    - a. Eight (8) bottles of Evian water in one (1) liter plastic bottles AT ROOM TEMPERATURE.
      - i. (Add four (4) bottles per performance for multiple performance engagements.)
    - b. Eight (8) cans or small bottles of seltzer water (or club soda), refrigerated, in various flavors.
    - c. Small selection of fruit (bananas, apples, fresh berries); mixed nuts; granola; dried fruit; individual nut butter packets & small breads or crackers.
    - d. Coffee & tea service, including coffee with sugar, sweeteners & milk; assorted tea bags (black, green, herbal); six (6) mugs or hot beverage paper cups; and an urn or thermos with hot water (prepared for each performance).
    - e. Six (6) clean, pre-washed black hand towels with the labels/tags REMOVED and one (1) clean, pre-washed bath towel per performance. Hand towels are placed in ARTIST's dressing room.
      - i. (Add six (6) hand towels and one (1) bath towel per performance for multiple performance engagements).
    - f. One (1) oscillating fan, one (1) portable space heater, and one (1) air purifier for ARTIST's dressing room.
    - g. One (1) container of Clorox Wipes (or other disinfecting wipes).
    - h. One (1) box of tissues.

**RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
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- b) Hospitality items due before **the crew dinner break**, but in no case later than two hours prior to curtain:
  - a. Coffee & tea service (please refresh all items by the dinner break)
  - b. A small cheese and meat platter with crackers for five (5).
  - c. For ARTIST'S dressing room: An organic fruit basket including bananas, apples, and fresh berries. The apples should be crisp and may be red, yellow, or green. The berries may include strawberries, blackberries, raspberries, and blueberries. All fruit must be organic and washed.
    - i. (Add one (1) basket per performance for multiple performance engagements).
- c) Lunch and dinner requirements:
  - a. If there are restaurants within a five (5) minute walk of the venue, ARTIST's team will acquire own meals.
  - b. If there are no restaurants within a five (5) minute walk of the venue, ARTIST's team requires the following:
    - i. Lunch for two (2) ready to be served during the crew lunch break. Meals should include: sandwiches with a choice of cold cuts and cheeses, chips, salad and cold drinks. Alternatively, local delivery menus may be provided at the beginning of load in for ARTIST's team to make selections. Details should be discussed with PRODUCTION SUPERVISOR prior to engagement.
    - ii. Dinner for two (2) ready to be served during the crew dinner break. Meals should include: entrees, sides of pasta or potatoes, vegetables, salad, bread and butter, dessert, cold drinks, and all necessary condiments. Alternatively, local delivery menus may be provided at the beginning of load in for ARTIST's team to make selections. Details should be discussed with ARTIST's PRODUCTION SUPERVISOR prior to engagement.

**If you have questions regarding General, Stage or Backstage Requirements, contact Richard Hester, Production Supervisor (917) 734-9413 cell • [rmhtoaster@aol.com](mailto:rmhtoaster@aol.com)**

## **LIGHTING REQUIREMENTS:**

1. All lighting equipment is to be provided by the PRESENTER, at its sole cost and expense.
2. PRESENTER must provide personnel lifts or rolling ladders able to safely reach all over stage lighting positions.
3. Basic Lighting Package: Lighting is required from FOH from either (1) ceiling cove or (2) box booms, (5) over-stage pipes, and (1) booms positioned DSR. One (1) follow spot is used. On a stage deeper than thirty-five feet (35') PRODUCER may require additional over-stage pipe and equipment.

The basic lighting plan calls for the following equipment to be provided by PRESENTER, at its sole cost and expense. This may vary by venue and will be specified by PRODUCER's Production Designer.



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- 24 Source 4 PAR | 575 watt – MFL/WFL Lenses as specified
- 35 Source 4 Ellipsoidals - 750 watt – 19o/26o/36o/50o barrels as specified.  
(will vary based on venue and FOH hang positions)
- 5 Cyc Light Strips (will vary based on venue)
- 1 Stage Pin Circuit for Ghost Light Practical (practical provided by tour)
- 1 Follow Spot
- 70 2.4KW dimmers

Lighting Console should be ETC EOS Family console (EOS, Ion, Gio, Element). Any substitution or replacement console needs to be approved by PRODUCER's Production Designer or Production Supervisor. Venue will need to provide a board operator/programmer familiar with the console.

Color for plot & follow spots, from both Roscolux and Lee lines, as specified, to be provided by PRESENTER.

4. PRESENTER will supply as its sole cost and expense, one (1) Cue Light. Control to be operated by Stage Manager Down Stage Right to the ARTISTS entrance (preferably Down Stage Left). This will depend upon the location of dressing rooms and available entrances to the stage. The exact location will be determined onsite. VENUE's technical director should be prepared with the necessary fixture, switch, and cables.

**If you have questions about Lighting/Stage Requirements,  
contact Nathan W. Scheuer at (636) 346-0478 cell • [nathanwscheuer@gmail.com](mailto:nathanwscheuer@gmail.com)**

## **SOUND REQUIREMENTS:**

The sound design requires very specific equipment, which you will need to obtain for presenting the PRODUCTION in your venue. ARTIST travels with Sennheiser HSP4 headsets terminating in both a LEMO and TA4 connectors.

1. PRESENTER agrees to provide, at its sole cost and expense, all the equipment specified and implied in Paragraph 3. below, i.e., console, mixers, processing, microphones, loudspeakers, power distribution, cables, adapters, mic stands, gaffers tape, and any and all other equipment required by PRODUCER to render the sound system operational.
2. PRESENTER shall hold a five-foot by seven-foot (5' x 7') area for the positioning of the sound console. The console must be on the orchestra floor, preferably house center within one hundred feet (100') of the edge of the stage and shall not be obstructed by an overhanging balcony or in a booth unless a valid rationale can be made for an integrated system install, such as timed delay speakers. In no case shall the mix position be behind or within a rear projection type booth, even if open. PRESENTER agrees to attach a house orchestra-seating chart with the sound console location outlined and said seating chart will hereby become a part of this Agreement.

RIDER TO AGREEMENT REGARDING THE PRODUCTION OF  
"MANDY PATINKIN IN CONCERT: BEING ALIVE"

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3. The following are an indication of the minimum requirements for most venues, and are subject to additions or changes as needed:

**Console:** The particular main house mix console being supplied must be approved by the PRODUCER's Sound Designer, and MUST BE a YAMAHA CL or QL series

**Microphones:** Two (2) DPA 4099s w magnetic mounts or AKG 414s for internal mounting in piano. (Piano lid needs to be closed flat for performances.) Two SM58s or equivalent for use as talkback.

**iPad:** ARTIST travels with an iPad which requires 2-pc di's to be provided by the PRESENTER.

**Stage Monitoring System:** 2 Anchor monitors (1 for stage manager position, 1 for piano). 2 low profile wedge monitors for the artist that live in the downstage lip area.

**Wireless:** Presenter will provide 2 channels of Shure or Sennheiser wireless with small profile belt pack transmitters. Additional channels may be requested if guest appearances are anticipated.

**Loudspeakers:** A front of house line array system, designed to cover the entire performing venue, capable of 115 dB peak SPL, linear weighting.

**Power:** All sound system components shall be powered from the same common grounded AC source. If possible, it should be independent of the lighting system AC source.

**Communications:**

Five (5) multi-channel walkie-talkie with chargers and spare batteries.

Intercom to provide single channel communication between the Stage Manager's desk, the wing opposite the stage manager's desk, the lighting control board, the house light control, the fly rail, the front light position, and the sound console, as well as spare belt packs and headsets for emergencies as they arise. The audio console requires a handset interface to the beltpack.

An intercom position in the center of the orchestra front of house is needed during the afternoon for the lighting designer (hard-wired Clear-Com preferred).

**Personnel:** All personnel required to install the sound system and have it operational and noise free by the scheduled hour of the first rehearsal is to be provided. One representative of the sound system supplier must be on site throughout set-up and at all times the system is in use.

At least one sound person is always required for the show call.

This person shall be proficient in the "arts and crafts" aspect of mic-ing the performer with the microphone provided by Producer. In the event of a problem on stage, this person will be the point person in the solving of the problem during the show itself (mic slipping off, wireless issues, etc.) Minimum sound crew requirements for the load-in and the load-out are at least four people, plus one or more riggers to deal with motors if speakers are being hung.



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**Mic Stands:** Two (2) TS-8 black Mic stands with Boom arms

**Cabling:** All cable as indicated on the sound plot designed for your theatre is necessary to complete the installation (ac, mic, speaker, multi-snakes and boxes).

**Other:** Also provide:

Clip lights for the console area, piano, and the amp rack area,  
Gaffers tape: 2 rolls-2" black and 2 rolls-1" white,  
Black cotton tie line,  
Rubber mats for cable on stage and in house, and  
Any other equipment the venue may require to make the  
installation acceptable to them.

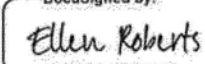
Spare replacements for each piece of equipment must be readily available.

**If you have questions about Sound Requirements,  
contact Dan Gerhard (917) 853-8827 or [dangerhard@sonicdesigns.net](mailto:dangerhard@sonicdesigns.net)**

*Please cc Dan's associate Ellen Fitton, on all correspondence - [ellenfitton@sonicdesigns.net](mailto:ellenfitton@sonicdesigns.net) (973) 820-3808*

**AGREED AND ACCEPTED:**

**PRESENTER:**

DocuSigned by:  
  
49068CE0BC3E425  
By: Ellen Roberts

**PRODUCER:**

By: Staci Levine, Producer  
EXCEPT FOR THIS LLC

# MANDY PATINKIN

## IN CONCERT

# BEING ALIVE

with Adam Ben-David on piano

**To: Presenters, Artist Coordinators, Marketing,  
Box Office & House Managers**

**From: Staci Levine, Producer**

**Re: TEAM CONTACTS, NOTES and REMINDERS  
for Mandy Patinkin in Concert**

**Pages: 2**

On behalf of Mandy Patinkin and his touring team, thank you for bringing our concert to your city.

Below is our team contact information and a few notes/reminders for you and your staff. These should be reviewed in addition to the tech rider, which is included with your contract. Please distribute this list to all appropriate individuals. If you have questions, I can be reached at (646) 207-6349.

Many thanks for your help and we look forward to working with you!

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**THE MANDY TEAM** – the traveling team is five: Mandy Patinkin, Adam Ben-David (accompanist), Staci Levine (producer), a stage manager/lighting supervisor, and a sound mixer. The Mandy team contacts are below:

**Staci Levine** - Producer (212) 579-6754 (office), (646) 207-6349 (cell) or [staci@groundswelltheatricals.com](mailto:staci@groundswelltheatricals.com)  
- Contact for travel, hotel, ground, house seats, comps, guaranty check and settlement; post show requests; fan mail/gifts; and all things relating to Mandy.

**Richard Hester** - Production Manager and Lighting Supervisor (917) 734-9413 (cell) or [RMHToaster@aol.com](mailto:RMHToaster@aol.com)  
- Contact for technical/stage prep, schedules, piano, stage crew/labor, load-in/load-out; dressing room and catering requirements. Also contact for all issues relating to lighting.

**Dan Gerhard** - Sound Designer (917) 853-8827 (cell) or [DanGerhard@SonicDesigns.net](mailto:DanGerhard@SonicDesigns.net)  
Please cc Dan's assistant Ellen Fitton on all written correspondence: [ellenfitton@sonicdesigns.net](mailto:ellenfitton@sonicdesigns.net)  
- Contact for all sound prep and sound issues.

**Catherine Major** - Press and Marketing Representative (206) 521-9551 (office), (206) 953-8272 cell or [cmajor@cmajorpr.com](mailto:cmajor@cmajorpr.com) - Contact for all press, marketing, and playbill copy.

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# MANDY PATINKIN

## IN CONCERT

# BEING ALIVE

with Adam Ben-David on piano

### NOTES & REMINDERS -

**PRE-SHOW** - Mandy will arrive at the venue one hour prior to the start time of the concert. He follows a strict pre-show routine including sound check during the half hour prior to the house opening. Once his onstage rehearsal is complete, he'll spend the remaining time in his dressing room vocalizing. Mandy prefers not to socialize before the show and would rather meet Presenters post-show when he can say a proper hello.

**POST-SHOW** - Contact Staci Levine prior to the team's arrival in your city, with post-show requests. Due to COVID, Mandy is limiting his contact with guests and fans.

Please have security personnel available to help escort Mandy out of your venue post-show.

**ANNOUNCEMENTS** - If pre-show announcements are planned (to thank sponsors, etc.), contact Staci Levine prior to the team's arrival in your city. During the announcement, we ask that Mandy not be thanked, nor his achievements listed. Please provide announcement copy to Staci or the team's onsite Stage Manager for approval.

**FEE CHECK & SETTLEMENT** - Fee (and any overage) checks are made payable to EXCEPT FOR THIS LLC (FID# 20-2479494), except for concerts taking place in the state of California. The fee is due one half-hour prior to curtain and given to Staci Levine. She will also handle any applicable settlement.

**GIFTS & LETTERS FROM FANS** - Gifts and letters from fans for Mandy should be given the team's Stage Manager or left in the traveling team's production office. DO NOT put items in Mandy's dressing room. We do not take responsibility for items sent backstage by fans requesting autographs and cannot guaranty those items will be signed.

**GIFTS, NOTES & ITEMS FOR SIGNATURE FROM PRESENTER/VENUE** - Items from the Presenter or venue needing Mandy's signature may be given to the team's Stage Manager or left in the traveling team's production office. These items will be signed by Mandy post-show. DO NOT put items in Mandy's dressing rooms.

**HOTEL, AIR & GROUND** - Contact Staci Levine regarding requirements, per the contract.

**HOUSE SEATS & COMPS** - Prior to arrival in your city, Staci Levine will contact you with names for house seats and comp seats, per the contract. She will release unused seats back to you for sale, as soon as possible.

**INTERMISSION** - The concert is performed without intermission.

**PHOTOS & VIDEO** - No photography or videotaping allowed by the Presenter, venue or by audience members.

**LATE SEATING** - Late seating should occur in-between songs only.

**MERCHANDISE/CONCESSION SALES** - Mandy does not travel with merchandise.

**PLAYBILL** - A playbill/program is required for each audience member and is the responsibility of the Presenter. Catherine Major will provide all playbill information.

Form

**W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**Give Form to the  
requester. Do not  
send to the IRS.**Print or type.  
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Except For This LLC****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☒ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.**200 West 90th St #6D**

Requester's name and address (optional)

**6** City, state, and ZIP code**New York, NY 10024****7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-				-				
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or

**Employer identification number**

20				-	24	79	49	4				
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**Signature of  
U.S. person ►

Date ►

1/15/23

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**McAninch Arts Center at College of DuPage**  
**CONTRACT / AGREEMENT RIDER**

This Rider, dated **Tuesday, August 22, 2023**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Except For This, LLC**. (herein known as ARTIST).

**Relationship / Provisions**

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties.

**Insurance / Indemnity / Force Majeure / Cancellation**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

**Choice of Law and Forum**

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

**Tech / Hospitality Rider**

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

### **Ticketing**

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

### **License / Permits**

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

### **Tobacco / Alcohol / Drug Clause**

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

### **Sponsorship**

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

### **Marketing / Public Relations / Programs**

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

### **Performance Radius**

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**


**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By: \_\_\_\_\_  
Artist  
or Artist Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
By:   
49966CF8B63F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 8/29/2023  
\_\_\_\_\_

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**McAninch Arts Center**  
**Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Marketing/Edu Coord – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: COI Waiver  
**Date:** Wednesday, August 9, 2023 12:55:42 PM

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Hi Molly,

Insurance is waived for this presenter.

Phil Gieschen  
Coordinator / Risk Management  
Environmental Health & Safety Department  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630-942-2993

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**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Wednesday, August 9, 2023 12:19 PM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** COI Waiver

Hi Phil,

We are working on finalizing a contract for a Mandy Patinkin show at the MAC this October. Would it be acceptable to waive the COI/Endorsement requirement in this instance? The performance is him sitting on stage with a pianist.

Thanks,

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)



"Zerrudo, Marivic" <zerrudom@cod.edu>

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**FW: Manual Check Request - Mandy Patinkin**

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"Zerrudo, Marivic" <zerrudom@cod.edu>

Fri, Sep 29, 2023 at 04:46 PM UTC

CC:

BCC:

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**From:** Sekerka, Joyce <sekerkaj@cod.edu>  
**Sent:** Friday, September 29, 2023 11:30 AM  
**To:** Zerrudo, Marivic <zerrudom@cod.edu>  
**Subject:** FW: Manual Check Request - Mandy Patinkin

Good Morning Marivic,

Please process the attached check request(approved by Ellen Roberts) for pick up by October 11<sup>th</sup> by Ellen McGowan.

Thanks,

Joyce

**Joyce Sekerka**

**Accounts Payable Supervisor**

**College of DuPage**

425 Fawell Blvd.

Glen Ellyn, IL 60137-6599

630-942-2293

Email: [sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)

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**From:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Sent:** Friday, September 29, 2023 11:10 AM  
**To:** Sekerka, Joyce <[sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)>  
**Cc:** McGowan, Ellen <[mcgowan@cod.edu](mailto:mcgowan@cod.edu)>; Schoettle, Kari <[schoettlek@cod.edu](mailto:schoettlek@cod.edu)>  
**Subject:** FW: Manual Check Request - Mandy Patinkin

Hi Joyce,

Ellen has approved. Please see string of emails below.

Thank you,

**Vera Humphrey**  
**Administrative Assistant to the**  
**Vice President of Administrative Affairs**

College of DuPage 425 Fawell Blvd SRC 2130 Glen Ellyn, IL 60137

630-942-4285 (ph) 630-942-2297 (fax)

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**From:** Roberts, Ellen <[roberts@cod.edu](mailto:roberts@cod.edu)>  
**Sent:** Friday, September 29, 2023 11:04 AM  
**To:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Subject:** RE: Manual Check Request - Mandy Patinkin

Good morning, Vera –

Attached please find the approved request.

Thank you,

Ellen

Ellen M. Roberts

Vice President, Administrative Affairs

**College of DuPage**

425 Fawell Blvd.

Glen Ellyn, IL 60137

[roberts@cod.edu](mailto:roberts@cod.edu)

630-942-2218

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**From:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Sent:** Friday, September 29, 2023 10:56 AM  
**To:** Roberts, Ellen <[roberts@cod.edu](mailto:roberts@cod.edu)>  
**Subject:** FW: Manual Check Request - Mandy Patinkin

Hi Ellen,

For your approval.

Thank you,

**Vera Humphrey**

**Administrative Assistant to the**

**Vice President of Administrative Affairs**

College of DuPage 425 Fawell Blvd SRC 2130 Glen Ellyn, IL 60137

630-942-4285 (ph) 630-942-2297 (fax)

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**From:** Schoettle, Kari <[schoettlek@cod.edu](mailto:schoettlek@cod.edu)>  
**Sent:** Friday, September 29, 2023 10:48 AM  
**To:** Humphrey, Vera <[humphreyv@cod.edu](mailto:humphreyv@cod.edu)>  
**Cc:** McGowan, Ellen <[mcgowan@cod.edu](mailto:mcgowan@cod.edu)>; Sekerka, Joyce <[sekerkaj@cod.edu](mailto:sekerkaj@cod.edu)>  
**Subject:** Manual Check Request - Mandy Patinkin

Good morning Vera,

I hope you're well!

Would you please share the attached check request with Ellen Roberts for her approval when you get a moment? We are requesting a manual check for Mandy Patinkin, for his performances on 10/12 and 10/14. He should receive his fee on the first day of his performance, and the regular check run is after on 10/13/2023.

Thanks for your help. Please let me know if you have any questions.

Joyce – pending Ellen's approval, we would like to pick up the check as soon as possible; by October 11 at the latest please.

Thank you,

**Kari Schoettle**

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | [schoettlek@cod.edu](mailto:schoettlek@cod.edu)

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**3 attachments**

Check Request Form Except for This Mandy Patinkin TR24\_ PATINKIN Artist Fee 10-12-23  
v1dm\_MCC.pdf

image002.jpg

image001.jpg